

RESOLUTION NO. 2019 - 18

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH
HAMILTON COUNTY LAND REUTILIZATION CORPORATION**

WHEREAS, the Hamilton County Land Reutilization Corporation has acquired certain properties within the Village of Golf Manor on Stover Avenue as a part of its program to rehabilitate and reutilize vacant, abandoned, tax foreclosed or other real property within Hamilton County; and

WHEREAS, the Hamilton County Land Reutilization Corporation has offered to sell to Golf Manor three properties located at 6016, 6046 and 6056 Stover Avenue at a proposed purchase price of Three Dollars (\$3.00); and

WHEREAS, the Administration has recommended that the Village proceed to acquire such property from the Hamilton County Land Reutilization Corporation and ask Council to authorize the Village Administrator to execute the attached Sales/Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

SECTION I. The Village Administrator is hereby authorized to purchase property at 6016 Stover Avenue, 6046 Stover Avenue and 6056 Stover Avenue from the Hamilton County Land Reutilization Corporation consistent with the attached Sales/Purchase Agreement. The Village Administrator is authorized to execute such Agreement and such additional documentation as may be necessary to implement this purchase at a proposed purchase price of Three Dollars (\$3.00) and such additional costs as outlined within such Agreement for conveyance fees and property taxes.

SECTION II. This Resolution shall take effect the earliest opportunity as allowable by law.

PASSED this 15th day of October, 2019.



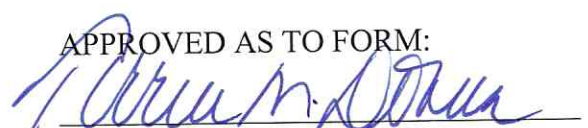
Mayor Stefan C. Densmore

ATTEST:



Anna Gedeon, Assistant Clerk

APPROVED AS TO FORM:



Terrence M. Donnellan, Solicitor

SALE/PURCHASE AGREEMENT

THIS SALE/PURCHASE AGREEMENT (this "Agreement") is made as of the latest date set forth on the attached signature pages ("Effective Date") between the **Hamilton County Land Reutilization Corporation**, an Ohio nonprofit community improvement corporation organized and existing under Ohio Revised Code ("R.C.") Chapters 1724 and 1702 ("Seller") and the **Village of Golf Manor**, an Ohio municipal corporation ("Purchaser") (jointly, the "Parties" or individually a "Party").

Background

1. Purchaser is a political subdivision, or affiliated with a political subdivision, situated in Hamilton County, Ohio.
2. Seller is an Ohio non-profit, community improvement corporation organized pursuant to Oh. Revised Code Chapter 1724 and has been designated as Hamilton County's agent for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, and other real property within Hamilton County.
3. Seller is the owner of real property that Purchaser desires to acquire in order to further its ongoing economic development efforts.

Therefore, the Parties agree as follows:

1. Agreement to Purchase and Sell. The Seller shall sell to the Purchaser and the Purchaser shall purchase from the Seller, for the price and on the terms and conditions set forth in this Agreement, certain real estate located at (i) **6016 Stover Avenue, Golf Manor, OH 45237**, and known as Hamilton County Parcel ID No. **528-0002-0290-00** (ii) **6046 Stover Avenue, Golf Manor, OH 45237**, and known as Hamilton County Parcel ID No. **528-0002-0367-00**; and (iii) **6056 Stover Avenue, Golf Manor, OH 45237**, and known as Hamilton County Parcel ID No. **528-0002-0368-00** (collectively, the "Property").

2. Representation and Warranties. Purchaser represents and warrants to the following:

2.1 Purchaser has the ability and intent to maintain the Property free of all nuisance conditions for the duration of ownership.

2.2 Purchaser has complied with all applicable law in regards to the transaction contemplated by this Agreement, including attaining any authorization required under controlling law. Further, the Purchaser represents that the execution of this Agreement will not violate any other agreement to which the Purchaser is bound.

2.3 Purchaser is acquiring the Property to further its economic development efforts and not primarily for the purpose of conferring a private benefit on a particular private party.

3. Purchase Price. The price for the Property shall be **\$3.00**, adjusted in accordance with this Agreement (the "Purchase Price"), paid in cash or certified funds by the Purchaser at the closing. All checks shall be made payable to the Hamilton County Land Reutilization Corporation.

4. Closing Date. Upon payment by Purchaser of the Purchase Price, Seller agrees to deliver to Purchaser a quit-claim deed to the Property. The Parties agree to payment and delivery of the quit-claim deed on or before the **date that is 30 days from and after the Effective Date** ("Closing Date"). The Closing Date may be extended by mutual agreement of the parties.

5. Closing, Conveyance, and Recording of Deed. Within seven days of the Closing Date, the Purchaser agrees to transfer the Property into Purchaser's name, record the deed for the Property, pay any associated fees, and take possession of the Property. If the Parties elect to use a vendor offering closing services, then the Purchaser shall pay all associated closing costs.

6. Possession. Purchaser shall not take possession or begin work, in any form, to the Property or its grounds, prior to the Closing Date, unless specifically authorized in writing by the Seller.

7. Property Taxes. The Purchaser assumes responsibility for property taxes incurred after the Closing Date on the Property. For as long as the Purchaser owns or maintains control of the Property, Purchaser shall pay all property taxes and special assessments that become due in a timely manner.

8. Condition of Title. Purchaser acknowledges that the Property may have title defects or other conditions impacting the marketability of title and that Purchaser is accepting the Property via a quit-claim deed, without representation or warranty from Seller as to the condition of title, and in an as-is condition. Purchaser shall rely on Purchaser's own diligence and investigation in regards to the condition of title and hold the Seller harmless from any and all claims arising from title defects. If Purchaser gives notice to Seller of an objection to the condition of title prior to the Closing Date, then Seller shall have a reasonable amount of time to cure such defect and the Closing Date shall be rescheduled accordingly. If Seller is not able to cure said defect after a reasonable amount of time, then Purchaser may terminate this Agreement.

9. Inspection. Purchaser may inspect the Property within 20 days after the Effective Date ("Inspection Period") at the Purchaser's sole cost. Seller agrees that Purchaser may take all reasonable steps necessary to gain adequate access to the Property, and Seller shall, upon request of Purchaser, make reasonable efforts to assist the Purchaser in gaining access to the Property. The Purchaser, upon written notice via e-mail to Seller given within the Inspection Period, may terminate this Agreement if, upon inspection, the Purchaser is unsatisfied with the condition of the Property. However, if Purchaser does not give notice to Seller within the Inspection Period, then Purchaser waives this contingency and shall be obligated to close on the Property.

10. "AS IS" Condition. Regardless of Purchaser's decisions regarding inspection, Purchaser agrees to purchase the Property "AS IS" and "WHERE IS" in its present condition without reliance on any warranties or representations of Seller and agrees to accept all risk of defects with the Property. Property's "as is" condition may include both patent and latent defects, including, but not limited to, structural instability, major systems defects (electrical, heating, plumbing), basement moisture, leaks or flooding, etc.

11. Waiver and Indemnity. The Purchaser agrees to indemnify, hold harmless and will defend Seller from any claims, losses, actions or liabilities arising out of or associated with Purchaser's presence or work on the Property. Neither Seller, nor any of its agents and employees, makes any representations whatsoever regarding the existence of any potential hazards, environmental or other, on the Property. Purchaser accepts any risk, during inspection or otherwise, and waives any claims or liability against Seller for any harmful effects from potential hazards. These potential environmental hazards include,

but are not limited to: Lead Based Paint, Asbestos, Urea-Formaldehyde Foam Insulation, Radon Gas, Mold or Black Mold, or any other potentially toxic substances. Potential other hazards include, but are not limited to, unsafe floors, roofs, stairs, walls, etc.

12. Personal Property. Purchaser acknowledges that the items of personal property are not included in the sale. If personal property is left on or about the Property, Seller makes no warranty, expressed or implied, as to its condition or title.

13. Termination by Seller before Closing Date. If at any time before the Closing Date Purchaser breaches this Agreement or Seller becomes aware that Purchaser does not have the ability or intent to fulfill the terms of this Agreement, then Seller may terminate the Agreement. The termination is effective immediately upon written notice via e-mail to Purchaser.

14. Compliance with Applicable Law. This Agreement does not act as an exemption from any federal, state, or local law. Purchaser shall comply with all applicable laws during Purchaser's ownership of the Property and during all Redevelopment Activities. This includes, but is not limited to, the following: building code requirements, zoning code compliance, historic preservation requirements, and procedures required by local government entities for ownership and maintenance of vacant or blighted properties.

15. General Provisions.

15.1 Notices. Any notice to be given under this Agreement shall be in writing (including electronic mail), shall be addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, with return receipt requested, or (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by email or personal delivery:

If to Purchaser: Village of Golf Manor
6450 Wiehe Road, Golf Manor, OH 45237
Attn: Ron Hirth, Village Administrator
Email: R.Hirth@golfmanoroh.gov
Phone: 513-531-7418

If to Seller: Hamilton County Land Reutilization Corporation
3 East 4th Street, Suite 300, Cincinnati, OH 45202
Attn: Megan K. Meyer
Email: mmeyer@cincinnatiport.org
Phone: 513-632-3755

15.2 Governing Law and Venue. This Agreement is governed under Ohio law, and any claim arising from this Agreement shall be brought in the appropriate Hamilton County, Ohio Court.

15.3 Assignment and Delegation. The Purchaser may not assign any rights or delegate any performance under this Agreement without the prior written consent of Seller. Any prohibited

assignment shall be void. The Seller may assign any rights or delegate any obligations under the Agreement.

15.4 Successors and Assigns. This Agreement binds and benefits the Parties and their respective permitted successors or assigns.

15.5 Risk of loss. Risk of loss shall remain on Seller until the earlier of the Closing Date or Purchaser's possession.

15.6 Severability. If any provision of this Agreement is illegal or unenforceable, the other provisions of this Agreement remain in effect. The unenforceable provision shall be revised to reflect the original intent of the Parties to the maximum extent permitted by law.

15.7 Entire Agreement. This Agreement contains the complete and final understanding of the Parties and supersedes all other previous agreements between the Parties.

15.8 No Merger. This Agreement shall not be merged into the deed for the Property and will survive the delivery of that deed.

15.9 Amendment. Any amendments made to the terms contained within this Agreement must be in writing and executed by both parties.

15.10 Counterparts. This Agreement may be executed in counterparts, each shall be regarded as an original and all of which shall constitute but one and the same Agreement.

15.11 Affidavit of Title. The Seller may, in its own discretion, record an affidavit of title with the Recorder of Hamilton County, Ohio stating the Purchaser's contractual obligations under the Agreement.

15.12 Lead-Based Paint Disclosure. N/A

15.13 Evidence of Authority. If Purchaser's signatory of this Agreement is not accepting title in an individual capacity, upon request of Seller, Purchaser shall provide to Seller, prior to the Closing Date, adequate evidence that Purchaser is acting with proper authority to complete the transaction contemplated by this Agreement.

15.14 OFAC Compliance. Purchaser and Seller represent and warrant to one another that neither is a party with whom the other is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Seller and Purchaser are currently in compliance with, and shall at all times remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto.

15.15 Waiver. The parties agree that the failure by either party to enforce any term or provision of this Agreement against the other shall not be deemed a waiver of the party's right to enforce such term or provision against the other party.

Intending to be legally bound, the Parties have entered into this Agreement as of the Effective Date.

SELLER:

Hamilton County Land Reutilization Corporation

By: Port of Greater Cincinnati Development Authority
Its: Management Company

By: _____
Jessica L. Powell, Vice President

Date: _____

PURCHASER:

Village of Golf Manor

By: _____
Print Name: RON HIRT
Title: VILLAGE ADMINISTRATOR
Date: 10/16/19

Approved as to form:
William M. Dorman